

AGENDA

Commuter Rail Committee Meeting

November 20, 2008

12:00 p.m.

Location

SANBAG Office
Super Chief Conference Room
1170 West 3rd St., 2nd Fl.
San Bernardino, CA

Commuter Rail Committee Membership

Chair

Mayor Pro Tem Patricia Gilbreath
City of Redlands

Mayor Paul Leon
City of Ontario

Vice Chair

Mayor Paul Eaton
City of Montclair

Mayor Patrick Morris
City of San Bernardino

Mayor Kelly Chastain
City of Colton

Council Member Larry McCallon
City of Highland

Council Member Bea Cortes
City of Grand Terrace

Council Member Diane Williams
City of Rancho Cucamonga

San Bernardino Associated Governments (SANBAG) is a council of governments formed in 1973 by joint powers agreement of the cities and the County of San Bernardino. SANBAG is governed by a Board of Directors consisting of a mayor or designated council member from each of the twenty-four cities in San Bernardino County and the five members of the San Bernardino County Board of Supervisors.

In addition to SANBAG, the composition of the SANBAG Board of Directors also serves as the governing board for several separate legal entities listed below:

***The San Bernardino County Transportation Commission**, which is responsible for short and long range transportation planning within San Bernardino County, including coordination and approval of all public mass transit service, approval of all capital development projects for public transit and highway projects, and determination of staging and scheduling of construction relative to all transportation improvement projects in the Transportation Improvement Program.*

***The San Bernardino County Transportation Authority**, which is responsible for administration of the voter-approved half-cent transportation transactions and use tax levied in the County of San Bernardino.*

***The Service Authority for Freeway Emergencies**, which is responsible for the administration and operation of a motorist aid system of call boxes on State freeways and highways within San Bernardino County.*

***The Congestion Management Agency**, which analyzes the performance level of the regional transportation system in a manner which ensures consideration of the impacts from new development and promotes air quality through implementation of strategies in the adopted air quality plans.*

***As a Subregional Planning Agency**, SANBAG represents the San Bernardino County subregion and assists the Southern California Association of Governments in carrying out its functions as the metropolitan planning organization. SANBAG performs studies and develops consensus relative to regional growth forecasts, regional transportation plans, and mobile source components of the air quality plans.*

Items which appear on the monthly Board of Directors agenda are subjects of one or more of the listed legal authorities. For ease of understanding and timeliness, the agenda items for all of these entities are consolidated on one agenda. Documents contained in the agenda package are clearly marked with the appropriate legal entity.

**San Bernardino Associated Governments
County Transportation Commission
County Transportation Authority
Service Authority for Freeway Emergencies
County Congestion Management Agency**

Commuter Rail Committee Meeting

**November 20, 2008
12:00 p.m.**

Location: SANBAG Office, 1170 West 3rd St., 2nd Fl., San Bernardino

R.S.V.P. by Monday, November 17th to Daylene at (909) 884-8276

CALL TO ORDER

(Meeting Chaired by Mayor Pro Tem Patricia Gilbreath)

- I. Attendance
- II. Announcements
- III. Agenda Notices/Modifications - Daylene Burris

1. Possible Conflict of Interest Issues for the Commuter Rail Committee Meeting of November 20, 2008 Pg. 7

Note agenda item contractors, subcontractors and agents, which may require member abstentions due to conflict of interest and financial interests. Committee Member abstentions shall be stated under this item for recordation on the appropriate item.

Notes/Actions

Consent Calendar

2. Commuter Rail Committee Attendance Roster Pg. 8

A quorum shall consist of a majority of the membership of each Policy Committee, except that all County Representatives shall be counted as one for the purpose of establishing a quorum.

Discussion Items

3. 2009 Commuter Rail Committee Meeting Schedule Pg. 10

Approve the 2009 Commuter Rail Committee Meeting Schedule.

4. Metro Gold Line Foothill Extension to LA/Ontario International Airport Pg. 24

Receive Report on the Status of the Strategic Planning Study for the Metro Gold Line Foothill Extension to the LA/Ontario International Airport.

5. License Agreement (SANBAG Agreement C09121) with the City of Redlands Pg. 32

Approve License Agreement (SANBAG Agreement C09121) with the City of Redlands for the construction and maintenance of a bicycle and pedestrian train between Grove Street and Nice avenue within the former Atchison, Topeka and Santa Fe Railway Company's Redlands Subdivision.

6. Property Research for the former Southern Pacific Baldwin Park Branch Pg. 58

Approve an increase in Purchase Order 08138 with the County of San Bernardino Surveyors Office for property research of the former Southern Pacific Baldwin Park Branch in the amount of \$20,000 for a new total of \$90,000 as identified in the Financial Impact Section

7. Fiscal Year 2010 Federal Appropriations Process and Project Nominations Pg.60

Review the Federal Appropriations Process and Project Nominations. **Jennifer Franco**

Public Comments

8. Additional Items from Committee Members

9. Brief Comments by the General Public

Additional Information

Acronym List

Pg. 64

ADJOURNMENT

Complete packages of the SANBAG agenda are available for public review at the SANBAG offices and our website: www.sanbag.ca.gov. Staff reports for items may be made available upon request. For additional information call (909) 884-8276.

Next Commuter Rail Committee Meeting – Thursday, December 18, 2008

Meeting Procedures and Rules of Conduct

Meeting Procedures

The Ralph M. Brown Act is the state law which guarantees the public's right to attend and participate in meetings of local legislative bodies. These rules have been adopted by the Board of Directors in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the Board of Directors and Policy Committees.

Accessibility

The SANBAG meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk's telephone number is (909) 884-8276 and office is located at 1170 W. 3rd Street, 2nd Floor, San Bernardino, CA.

Agendas – All agendas are posted at 1170 W. 3rd Street, 2nd Floor, San Bernardino at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed at the SANBAG offices located at 1170 W. 3rd Street, 2nd Floor, San Bernardino and our website: www.sanbag.ca.gov.

Agenda Actions – Items listed on both the "Consent Calendar" and "Items for Discussion" contain suggested actions. The Board of Directors will generally consider items in the order listed on the agenda. However, items may be considered in any order. New agenda items can be added and action taken by two-thirds vote of the Board of Directors.

Closed Session Agenda Items – Consideration of closed session items *excludes* members of the public. These items include issues related to personnel, pending litigation, labor negotiations and real estate negotiations. Prior to each closed session, the Chair will announce the subject matter of the closed session. If action is taken in closed session, the Chair may report the action to the public at the conclusion of the closed session.

Public Testimony on an Item – Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Board of Directors or Policy Committee Members should complete a "Request to Speak" form, provided at the rear of the meeting room, and present it to the Clerk prior to the Board's consideration of the item. A "Request to Speak" form must be completed for *each* item an individual wishes to speak on. When recognized by the Chair, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The Chair or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations.

The Consent Calendar is considered a single item, thus the three (3) minute rule applies. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda allowing further public comment on those items.

Agenda Times – The Board is concerned that discussion take place in a timely and efficient manner. Agendas may be prepared with estimated times for categorical areas and certain topics to be discussed. These times may vary according to the length of presentation and amount of resulting discussion on agenda items.

Public Comment – At the end of the agenda, an opportunity is also provided for members of the public to speak on any subject within the Board's authority. *Matters raised under "Public Comment" may not be acted upon at that meeting. "Public Testimony on any Item" still apply.*

Disruptive Conduct – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive conduct includes addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Board from conducting its meeting in an orderly manner. *Please be aware that a NO SMOKING policy has been established for meetings. Your cooperation is appreciated!*

**SANBAG General Practices for Conducting Meetings
of
Board of Directors and Policy Committees**

Basic Agenda Item Discussion.

- The Chair announces the agenda item number and states the subject.
- The Chair calls upon the appropriate staff member or Board Member to report on the item.
- The Chair asks members of the Board/Committee if they have any questions or comments on the item. General discussion ensues.
- The Chair calls for public comment based on “Request to Speak” forms which may be submitted.
- Following public comment, the Chair announces that public comment is closed and asks if there is any further discussion by members of the Board/Committee.
- The Chair calls for a motion from members of the Board/Committee.
- Upon a motion, the Chair announces the name of the member who makes the motion. Motions require a second by a member of the Board/Committee. Upon a second, the Chair announces the name of the Member who made the second, and the vote is taken.

The Vote as specified in the SANBAG Bylaws.

- Each member of the Board of Directors shall have one vote. In the absence of the official representative, the alternate shall be entitled to vote. (Board of Directors only.)
- Voting may be either by voice or roll call vote. A roll call vote shall be conducted upon the demand of five official representatives present, or at the discretion of the presiding officer.

Amendment or Substitute Motion.

- Occasionally a Board Member offers a substitute motion before the vote on a previous motion. In instances where there is a motion and a second, the maker of the original motion is asked if he would like to amend his motion to include the substitution or withdraw the motion on the floor. If the maker of the original motion does not want to amend or withdraw, the substitute motion is not addressed until after a vote on the first motion.
- Occasionally, a motion dies for lack of a second.

Call for the Question.

- At times, a member of the Board/Committee may “Call for the Question.”
- Upon a “Call for the Question,” the Chair may order that the debate stop or may allow for limited further comment to provide clarity on the proceedings.
- Alternatively and at the Chair’s discretion, the Chair may call for a vote of the Board/Committee to determine whether or not debate is stopped.
- The Chair re-states the motion before the Board/Committee and calls for the vote on the item.

The Chair.

- At all times, meetings are conducted in accordance with the Chair’s direction.
- These general practices provide guidelines for orderly conduct.
- From time-to-time circumstances require deviation from general practice.
- Deviation from general practice is at the discretion of the Board/Committee Chair.

Courtesy and Decorum.

- These general practices provide for business of the Board/Committee to be conducted efficiently, fairly and with full participation.
- It is the responsibility of the Chair and Members to maintain common courtesy and decorum.

Adopted By SANBAG Board of Directors January 2008

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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
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Minute Action

AGENDA ITEM: 1

Date: November 20, 2008

Subject: Information Relative to Possible Conflict of Interest

Recommendation*: Note agenda items and contractors/subcontractors which may require member abstentions due to possible conflicts of interest.

Background: In accordance with California Government Code 84308, members of the Board may not participate in any action concerning a contract where they have received a campaign contribution of more than \$250 in the prior twelve months from an entity or individual. This agenda contains recommendations for action relative to the following contractors:

Item No.	Contract No.	Contractor/Agents	Subcontractors
N/A	N/A	N/A	N/A

Financial Impact: This item has no direct impact on the budget.

Reviewed By: This item is prepared monthly for review by the Board of Directors and Policy Committee members.

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Approved
Commuter Rail Committee

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

COMMUTER RAIL POLICY COMMITTEE ATTENDANCE RECORD – 2008

Commuter Rail Policy Committee Meetings are held on odd months

Name	Jan**	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Patricia Gilbreath City of Redlands			X				X		X	X		
Bea Cortes City of Grand Terrace (Appointed May 2007)			X						X	X		
Kelly Chastain City of Colton (Appointed February 2007)					X		X		***	X		
Paul Eaton City of Montclair			X		X		X		X	X		
Paul Leon City of Ontario (Appointed April 2007)					X		X			X		
Larry McCallon City of Highland (Appointed June 2007)			X		X		X		X	X		
Patrick Morris City of San Bernardino (Appointed May 2006)			X		X		X		X	X		
Diane Williams City of Rancho Cucamonga			X		X		X		X	X		

****Commuter Rail Committee Did Not Meet**
*****John Mitchell was present for the City of Colton**

COMMUTER RAIL POLICY COMMITTEE ATTENDANCE RECORD – 2007

Commuter Rail Policy Committee Meetings are held on odd months

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Pat Gilbreath City of Redlands	X		X		X		X		X		C	
Bea Cortes City of Grand Terrace (Appointed May 2007)	X		X		X		X		X		A	
Kelly Chastain City of Colton (Appointed February 2007)	X				X		X				N	
Robert Christman City of Loma Linda	X		X		X		X		X		C	
Paul Eaton City of Montclair			X		X		X		X		E	
Paul Leon City of Ontario (Appointed April 2007)	X		X		X		X		X		L	
Larry McCallon City of Highland (Appointed June 2007)	X		X		X		X		X		L	
Patrick Morris City of San Bernardino (Appointed May 2006)	X		X		X		X				E	
Diane Williams City of Rancho Cucamonga	X		X		X		X		X		D	

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 3

Date: November 20, 2008

Subject: 2009 Commuter Rail Committee Meeting Schedule

Recommendation:* Approve the 2009 Commuter Rail Committee Meeting Schedule

Background: The Commuter Rail Committee has established a regular meeting schedule on the third Thursday of odd number months, beginning at 12:00 noon, at the SANBAG offices. Although an every other month schedule is adopted, it is acknowledged that when there are not sufficient business items to require a meeting, the meeting will be cancelled. Conversely, an additional meeting may be scheduled during an even month should there be pressing business items that need to be considered. It has also been the practice to modify the meeting date and time when necessary to avoid conflicts with other meetings or holiday schedules. SANBAG staff, however, has been directed to make every effort to minimize a deviation from the regular schedule to insure continuity of meetings and participation.

A proposed 2009 meeting schedule is identified below for approval. Committee members and staff are urged to calendar these meetings for the coming year. Advance confirmation of meetings and cancellation notices are part of SANBAG's standard procedure for meeting preparation. The proposed Commuter Rail Committee 2009 meeting schedule conforms to the third Thursday of every odd-numbered month.

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Approved
Commuter Rail Committee

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

Commuter Rail Committee
2009 Meeting Schedule

January 20, 2009
March 19, 2009
May 21, 2009
July 16, 2009
September 17, 2009
November 19, 2009

Financial Impact: Approval of the Commuter Rail Committee 2009 meeting schedule has no impact on the SANBAG Budget. Activities through June 30, 2009, to support the Commuter Rail Committee meetings are included in the approved budget under Task 35209000, General Commuter Rail. Activities beyond June 30, 2009, will be included in next year's budget.

Reviewed By: This item will be reviewed by the Commuter Rail Committee on November 20, 2008.

Responsible Staff: Michael Bair, Director of Transit and Rail Programs

January 2009

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6	7 Board	8	9	10
11	12	13	14 Admin.	15 Major Projects	16 Mt/Desert	17
18	19 MLK Holiday	20	21 Plans and Programs	22 Commuter Rail	23	24
25	26	27	28	29	30	31

February 2009

February 2009						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4 Board	5	6	7
8	9	10	11 Admin	12 Major Projects	13	14
15	16 President's Day	17	18 Plans/Programs	19	20 Mt/Desert	21
22	23	24	25	26	27	28

March 2009

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4 Board	5	6	7
8	9	10	11 Admin	12 Major Projects	13	14 NACO Legisl.
NACO Legisl. Conf.	NACO Legisl. Conf.	NACO Legisl. Conf.	NACO Legisl. Conf.	19 Commuter Rail	20 Mt/Desert	21
15	16	17	18 Plans and Programs	26 City/County Conf.	27 City/County Conf.	28
22	23	24	25			
29	30	31				

April 2009						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 Board	2	3	4
5	6	7	8 Admin.	9 Major Projects	10	11
12	13	14	15 Plans/Programs League Legislative ActionDays	16 League Legislative ActionDays	17 Mt/Desert	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2009

May 2009						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5	6 Board	7	8	9
10	11	12	13 Admin.	14 Major Projects	15 Mt/Desert	16
17	18	19	20 Plans/Programs	21 Commuter Rail	22	23
24	25 Memorial Day	26	27 League Mayors/Council Forum	28 League Mayors/Council Forum	29 League Mayors/Council Forum	30 League Mayors/Council Forum
31						

June 2009

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3 Board	4	5	6
7	8	9	10 Admin	11 Major Projects	12	13
14	15	16	17 Plans/Programs	18	19 Mt/Desert	20
21	22	23	24	25	26	27
28	29	30				

July 2009

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 Board	2	3	4
5	6	7	8 Admin	9 Major Projects	10	11
12	13	14	15 Plans/Programs	16 Commuter Rail	17 Mt/Desert	18
19	20	21	22	23	24	25 NACO Annual Conf.
26 NACO Annual Conf.	27 NACO Annual Conf.	28 NACO Annual Conf.	29	30	31	

August 2009

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5 Board	6	7	8
9	10	11	12 Admin	13 Major Projects	14	15
16	17	18	19 Plan/Programs	20	21 Mt/Desert	22
23	24	25	26	27	28	29
30	31					

September 2009

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2 Board	3	4	5
6	7 Labor Day	8	9 Admin.	10 Major Projects	11	12
13	14	15	16 Plans/Programs League Annual Conf.	17 Commuter Rail League Annual Conf.	18 Mt/Desert League Annual Conf.	19
20	21	22	23	24	25	26
27	28	29	30			

October 2009

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6	7 Board	8	9	10
11	12	13	14 Admin.	15 Major Projects	16 Mt/Desert	17
18	19	20	21 Plans and Programs	22	23	24
25	26	27	28	29	30	31

November 2009

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4 Board	5	6	7
8	9	10	11 Veteran's Day	12 Major Projects	13	14
15	16	17	18 Admin. (11:00 a.m.) Plans / Programs	19 Commuter Rail	20 Mt/Desert	21
22	23	24	25	26	27	28
29	30			Thanksgiving	Thanksgiving	

December 2009

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2 Board	3	4	5
6	7	8	9 Admin.	10 Major Projects	11	12
13	14	15	16 Plans/ Programs	17	18 Mt/Desert	19
20	21	22	23	24	25	26
				Christmas Eve	Christmas	
27	28	29	30	31	January 1, 2010	
				New Year's Eve	New Year's Day	

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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
-

Minute Action

AGENDA ITEM: 4

Date: November 20, 2008

Subject: Metro Gold Line Foothill Extension to LA/Ontario International Airport

Recommendation:* Receive Report on the Status of the Strategic Planning Study for the Metro Gold Line Foothill Extension to the LA/Ontario International Airport.

Background: The Commuter Rail Committee has been briefed twice on the status of the strategic planning study for the extension of the Metro Gold Line to the LA/Ontario International Airport; once in March and another in May. The latter presentation noted that the number of alternatives had been narrowed to the following three: (1) Metrolink/Cucamonga Channel, (2) Metrolink/Vineyard Avenue, and (3) Baldwin Park Branch/Cucamonga Channel. Subsequent to the narrowing of alternative alignments, the consultant identified potential station locations and developed ridership estimates for each alternative. Due to the physical constraints of Vineyard Avenue, the second alternative was dropped from further consideration. The remaining two alternatives would yield a daily ridership of about 14,000. The cost estimates for remaining two alternatives (in 2008 \$'s) is \$308.7 million for the Metrolink/Cucamonga Channel alignment and \$399.8 million for the Baldwin Park Branch alignment.

Representatives from the Gold Line Foothill Extension Construction Authority and the study consultant, KOA Corporation will be presenting the status report to the Commuter Rail Committee. The draft Executive Summary of the study is attached.

*

Approved
Commuter Rail Committee

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

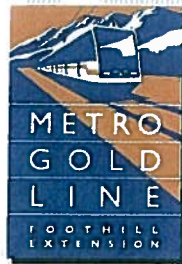
Financial Impact: This item is consistent with the adopted budget. Half of the funding for the study was provided by SANBAG in the FY 2007/20008 Budget. The funding source is LTF – Planning. Current year staff effort for the study is covered under Task 38109000 – Gold Line Phase II and the funding source is LTF – Planning.

Reviewed By: This item will be reviewed by the Commuter Rail Committee on November 20, 2008.

Responsible Staff: Michael Bair, Director of Transit and Rail Programs

STRATEGIC PLANNING STUDY REPORT
FOR
METRO GOLD LINE FOOTHILL EXTENSION
TO LA/ONTARIO INTERNATIONAL AIRPORT

PREPARED FOR
Metro Gold Line Foothill Extension Construction Authority



Funded By
San Bernardino Associated Governments
and
The Southern California Association of Governments

November 2008

ACKNOWLEDGMENTS:

Metro Gold Line Foothill Construction Authority

San Bernardino County Associated Governments

San Bernardino County office of Supervisors

Los Angeles World Airports

PREPARED BY:

KOA Corporation

In Association with:

STV Incorporated

J.L. Patterson & Associates, INC.

Consensus Planning Group, Inc.

CITYWORKS DESIGN

Executive Summary

The Metro Gold Line Foothill Extension to the LA/Ontario International Airport Strategic Planning Study was commissioned in November, 2007. This study evaluated conceptual light rail routes to determine publicly acceptable, technically sound, and cost effective alternatives for extending Metro Gold Line service nearly eight miles east of its proposed terminus in Montclair, to the LA/Ontario International Airport. A Project Study Team (PST) joined with community stakeholders to address technical issues, environmental concerns, right-of-way, station locations, passenger forecasts, cost implications, and potential termini of the proposed alignments. Funding was provided through grants from The Southern California Association of Governments (SCAG) and San Bernardino Associated Governments (SANBAG). The study serves as an important first step for undertaking further detailed technical analyses toward a regional project poised for federal financial consideration.

Background:

The need and potential for a public transit connection to the LA /Ontario International Airport was articulated by San Gabriel Valley residents and businesses throughout the public comment period of the Foothill Extension DEIS/DEIR process. This public viewpoint directly complemented major passenger development goals within the LA/Ontario International Airport's 2030 master plan as well as Los Angeles World Airport's objectives to grow passenger use from 7 million (2006) to its full capacity of 30 million. The City of Ontario was also in the midst of re-envisioning and adapting land use plans surrounding the airport that would support the inclusion of a public transit system.

A unique aspect of the project was the opportunity for Los Angeles County and San Bernardino County to pool resources and experience to collaboratively plan and fund a seamless light rail extension that would provide significant mutual transit and economic benefits.

Planning Team Approach and Public Outreach:

Two committees were created to participate in the study process. First, a Technical Advisory Committee (TAC) was created to facilitate coordination among the cities in the study area and to oversee the PST's development of viable alternative alignments. The TAC was comprised of representatives from cities and regulatory agencies that could be affected by the proposed light rail link to the LA/Ontario International Airport. Second, the Ontario Advisory Committee (AC) invited the participation of elected officials representing communities along the proposed alignments. The PST met with the AC on an "as needed" basis to disseminate the PST's progress.

Public outreach began with a press conference in October, 2007 at the LA/Ontario International Airport to formally launch the study. Three open house sessions were held in the cities of Ontario, Rancho Cucamonga, and Upland during a two-week period in early 2008 where the PST presented the proposed alignments conveyed the merits and limitations of each, solicited feedback, and received recommendations for alternative alignments. A second round of public outreach meetings was held in June 2008 to present the final three proposed alignments. Other venues for public input included a dedicated website for the Metro Gold Line Foothill Extension to LA/Ontario International Airport Strategic Planning Study and a community hotline. The website disseminated information about the study, updated the status of the study, and provided a venue for the public to comment on the potential alignments.

The Alignments:

In advance of the study, the Metro Gold Line Foothill Extension Construction Authority had identified three potential alignments to be used as a starting point for the initial assessment. These included:

Alignment 1 - The Baldwin Park Branch/Milliken or Blue alignment would extend eastward from the proposed Montclair station following the abandoned Baldwin Park Branch right-of-way, owned by SANBAG, adjacent to a contiguous bike trail. This potential alignment would run parallel Baseline Road to Milliken Avenue before turning southward on Milliken Avenue. The alignment would continue at street level and over Interstate 10 (I-10) to Airport Drive before turning west towards the LA/Ontario International Airport where it terminates.

Alignment 2 - The Metrolink/Cucamonga Channel or Red alignment would travel eastward using the existing Metrolink right-of-way, owned by SANBAG, parallel to West 8th Street to a location where the track meets Cucamonga Channel east of Vineyard Avenue. The alignment would then turn southward following the Cucamonga Channel crossing over Interstate 10 (I-10) to the proposed terminus at the LA/Ontario International Airport.

Alignment 3 - The Metrolink/Euclid/Holt or Green alignment would commence with the Red alternative to Euclid Avenue and turn southward in the wide median of Euclid Avenue for 2.3 miles. Thereafter, the alignment would turn east on either I-10 or a corridor between Holt Boulevard and State Street until the proposed terminus at the LA/Ontario International Airport.

The initial assessment of the alignments revealed certain limitations and challenges identified by the PST in one-on-one meetings with stakeholder representatives of the various agencies and public officials. A southern alignment of the Metro Gold Line Foothill Extension (either the Red alignment or Green alignment) would have to cross the Metrolink mainline at some point outside the Montclair station which would necessitate a grade separation between the two rail systems. Finally, any alignments that would cross the I-10 freeway, which is inevitable, would pose significant traffic operations and engineering conflicts.

The three initial routes expanded to thirteen (13) potential alignments. The expanded alignments incorporated comments and technical feedback on service areas, travel time, potential cost, public and private right-of-way, traffic operation impacts, and safety.

The PST presented the thirteen potential alignments to the public at the open houses for their review, comments and recommendations. The key positive attributes identified by stakeholders included overwhelming support of the concept of extending Metro Gold Line Foothill Extension to the airport, utilizing existing rail rights-of-way, stations located near business areas, Metro Gold Line's connection to downtown Los Angeles, cost savings of using Metro Gold Line compared to the Metrolink, and providing transit service for elderly and visually impaired residents. The negative attributes raised by the community were the potential displacement of residences, the length of time to complete the project, the use of the Baldwin Park Branch right-of-way, and stations along the freeway.

The list was refined to seven (7) more viable and sound alignments to be scored by the TAC for twenty specific items related to **alignment, circulation and mobility, environmental factors, land use issues, and policy issues**. The TAC rankings were forwarded to the Advisory Committee (AC) for review, and the final three alignments selected by the AC to be advanced to the detailed technical analysis were:

1. **Alignment 2A- Metrolink/Cucamonga Channel**
2. **Alignment 2B- Metrolink/Vineyard/Holt**
3. **Alignment 3B- Baldwin Park Branch/Cucamonga Channel**

Additional Study Considerations:

Factors that were considered when determining potential light rail **station locations** included existing and future development, right-of-way, potential traffic impacts (particularly for at-grade crossings with major arterials), safety, parking potential, opportunities for transit-oriented development, transit attractors, and spacing between stations. In all, thirteen locations on the three alignments were identified and subsequently evaluated as desirable stations.

Potential ridership on these three candidate alignments (2A, 2B, and 3B), were evaluated. Ridership forecast were derived from two separate methodologies. The first part of the forecast was developed from the LA Metro's Corridors Base model which analyzed and projected ridership based on a number of trip purposes including Home Based Work Trips, Home Based University Trips, Home Based Other Trips, and Non-Home Based Trips. The second part of the forecast considers LA/Ontario International Airport projections to serve approximately 30 million passengers annually by 2030. Total Metro Gold Line ridership to be considered in 2030 would be the sum of trips from the regional transportation and the airport passenger estimate.

On average, approximately 14,000 daily boardings would occur between the Montclair TransCenter station and the LA/Ontario International Airport Terminus station on any one of the three final candidate alignments by the year of 2030.

A series of **alignment and station layout plans** were developed for analyzing the engineering feasibility and to ascertain the constructability of the candidate alignments. The plans have been developed for Alignments 2A and 3B.



Preliminary Cost Estimate:

Development and construction costs from the Gold Line Phase II DEIS / DEIR were used as the basis to develop a more refined construction cost estimate for alignments 2A and 3B. The refined year of 2008 project cost estimate, including planning, design, construction, right-of-way, and contingency cost, for the two alignments is:

- Alignment 2A- \$308,700,000
- Alignment 3B- \$399,800,000

Following this Planning Study, an Alternatives Analysis (AA) will be conducted to examine the full range of alternative routes, technologies, and configurations for the extending Metro Gold Line service east to the LA/Ontario International Airport, and to recommend a Locally Preferred Alternative (LPA) to be carried forward into engineering and construction.

DRAFT

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 5

Date: November 20, 2008

Subject: License Agreement (SANBAG Agreement C09121) with the City of Redlands

Recommendation:* Approve License Agreement (SANBAG Agreement C09121) with the City of Redlands for the construction and maintenance of a bicycle and pedestrian trail between Grove Street and Nice Avenue within the former Atchison, Topeka and Santa Fe Railway Company's Redlands Subdivision.

Background: In October 2008 the Board directed staff to prepare a License Agreement with the City of Redlands for that portion of their 7.5 mile non-motorized and recreational trail that is between Grove Street and Nice Avenue. The City's proposed trail weaves in and out of the Redlands Subdivision. The Agreement provides that the City will construct and maintain a bicycle and pedestrian trail along with other appurtenant improvements within the former Redlands Subdivision. In addition the City shall also perform weed abatement and graffiti removal along the entire right-of-way relieving SANBAG of weed abatement expenditures for that area.

SANBAG is supportive of the use of the railroad right of way for trail purposes where there is sufficient space available to do so and the construction and use of the trail would not impede our ability to implement passenger rail service.

Financial Impact: There is no financial impact at this time. Once the license agreement is approved, there would be some minor on-going savings to SANBAG as the cost for maintaining the right of way for the licensed segment would be transferred to the City of Redlands.

*

Approved
Commuter Rail Committee

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

Commuter Rail Agenda Item
November 20, 2008
Page 2

Reviewed By: This item is scheduled for review by the Commuter Rail Committee on November 20, 2008.

Responsible Staff: Michael Bair, Director Transit and Rail Programs
Victoria Baker, Senior Transit Analyst

SANBAG Contract No. C09121

by and between

San Bernardino Associated Governments

and

City of Redlands

for

License Agreement for a portion of the Redlands Subdivision between Grove Street and Nice Avenue**FOR ACCOUNTING PURPOSES ONLY**

<input type="checkbox"/> Payable	Vendor Contract # <u>C0911</u>	Retention:	<input checked="" type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID <u>REDL CI</u>	<input type="checkbox"/> Yes ____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Amendment

Notes: This is a no cost License Agreement with the City of Redlands

Original Contract: \$ ____	Previous Amendments Total: \$ ____
Contingency Amount: \$ ____	Previous Amendments Contingency Total: \$ ____
	Current Amendment: \$ ____
	Current Amendment Contingency: \$ ____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL → \$ ____

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
<u>35209000</u>	____	____	____	\$ <u>0</u>
____	____	____	____	\$ ____
____	____	____	____	\$ ____
____	____	____	____	\$ ____

Original Board Approved Contract Date: 12/3/08 Contract Start: 12/3/08 Contract End: 1/1/2029
New Amend. Approval (Board) Date: ____ Amend. Start: ____ Amend. End: ____

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority →	Fiscal Year: ____ \$ ____	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ ____
------------------------------------	------------------------------	--	---------

Is this consistent with the adopted budget? ☒ Yes ☐ No
If yes, which Task includes budget authority? ____
If no, has the budget amendment been submitted? ☐ Yes ☐ No

CONTRACT MANAGEMENT**Please mark an "X" next to all that apply:**☒ Intergovernmental ☐ Private ☐ Non-Local ☐ Local ☐ Partly LocalDisadvantaged Business Enterprise: ☐ No ☐ Yes ____ %Task Manager: **Michael Bair**Contract Manager: **Victoria Baker**11-13-08

Task Manager Signature

Date

11-13-08

Contract Manager Signature

Date

Chief Financial Officer Signature_____
Date

**BIKEWAY
LICENSE AGREEMENT**

BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND

CITY OF REDLANDS

BIKEWAY LICENSE AGREEMENT

This LICENSE AGREEMENT ("Agreement") is made and entered into as of _____, 20____, by and between the **SAN BERNARDINO ASSOCIATED GOVERNMENTS**, a public agency existing under the authority of the laws of the State of California ("SANBAG"), and the **CITY OF REDLANDS** ("Licensee"), upon and in consideration of the agreements, covenants, terms and conditions below:

PART I - BASIC LICENSE PROVISIONS

1. Description of License Property: An at grade use of the property known as SANBAG's Redlands Subdivision right-of-way between Grove Street on the western extent at Mile Post 10.1 and Nice Avenue at the easterly extent at Mile Post 11.7, in the City of Redlands, County of San Bernardino, State of California, as shown on the attached Exhibit "A"

Approximate area: Eighty Thousand Four Hundred Forty Eight Linear Feet (8,448 Lin. Ft.) One and Six Tenths Miles (1.6 Miles)
2. Use of License Property:
Construction, maintenance and use by the public as a bikeway and pedestrian walkway and associated landscaping and appurtenances only and no other uses (§1.1, §10)
3. Commencement Date:
January 1, 2009 (§1.2)
4. Term:
 - a. The initial term is for twenty (20) years commencing from the date hereof and ending on January 1, 2029. License shall automatically extend five (5) additional years at the end of the initial term, and shall continue with recurring five (5) year renewal options for each extension period after Term. (§1.2)
5. License Fees: Intentionally omitted
6. Insurance Amount: See Exhibit "B" (§16)

7. SANBAG's Address:
San Bernardino Associated Governments
C/o Los Angeles County Metropolitan Transportation Authority (MTA)
One Gateway Plaza 13th Floor – RRND007650
Los Angeles, CA 90012-2952
Attn: Executive Deputy Director, Real Estate (§26.1)
8. Licensee's Address:
City of Redlands
P.O. Box 3005
Redlands, California 92373
Attn: Community Development Department (§26.1)
9. Facility (hereinafter referred to as "Bikeway"):
A bicycle path, pedestrian walkway, trash receptacles, appurtenant improvements, drainage facilities, irrigation system and all landscaping materials, whether planted as part of this project or pre-existing and allowed to remain in place by Licensee. (§1.1)

The foregoing Basic License Provisions and the General License Provisions set forth in attached Part II are incorporated into and made part of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

SANBAG:

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____
Name: Velma C. Marshall
Title: Executive Deputy Director, Real Estate
For: Los Angeles County Metropolitan Transportation Authority (MTA)
As: Agent for SANBAG

LICENSEE:

CITY OF REDLANDS

By: _____
Name:
Title:

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Exhibits:

- "A"** License Property
- "B"** Insurance Requirements
- "C"** Permitted Hazardous Materials
- "D"** Additional Provisions

PART II - GENERAL LICENSE PROVISIONS

1. GRANT OF LICENSE/TERM

1.1 **Grant of License.** SANBAG hereby grants a non-exclusive license to Licensee in, on, over, under, across and along the real property of SANBAG in the location shown in the diagram attached hereto as Exhibit "A" and described in Item 1 of the Basic License Provisions (the "License Property"), for construction, installation, operation, alteration, maintenance, reconstruction and/or removal of the Bikeway described in Item 9 of the Basic License Provisions, and any usual, necessary and related appurtenances thereto (the "Bikeway"), for the purposes described in Item 2 of the Basic License Provisions, together with rights for access and entry onto the License Property as necessary or convenient for the use of the Bikeway. In connection with this grant of license, Licensee, its council members, officers, directors, affiliates, employees, agents, customers, visitors, invitees, licensees and contractors (collectively, "Licensee's Parties") subject to the provisions hereof, may have reasonable rights of entry and access onto adjoining real property of SANBAG if necessary for the construction, operation and maintenance of the Bikeway or the License Property, but only after Licensee has received the prior written approval of the SANBAG, the Southern California Regional Rail Authority ("SCRRA") and Los Angeles County Metropolitan Transportation Authority (MTA) for such entry and access. Right of access onto adjoining real property of SANBAG does not extend to the public, which Licensee shall take all reasonable methods to exclude from such adjoining property of SANBAG. The License Property, adjoining real property of SANBAG and personal property of SANBAG located thereon shall hereinafter collectively be referred to as "SANBAG Property".

1.2 **Term of Agreement.** ~~The term of this Agreement shall commence on the "Commencement Date" specified in Item 3 of the Basic License Provisions. Unless a specific term of this Agreement is filled in at Item 4.B of the Basic License Provision, or if Item 4A is circled, this Agreement shall continue in full force and effect on a month-to-month basis as provided in Item 4.A of the Basic License Provisions until terminated by either party on thirty (30) days' prior written notice. If Item 4.B of the Basic License Provisions is filled in, then this Agreement shall be a license for the term specified in said Item 4.B; provided, however, that SANBAG shall have the right to relocate the License Property, alter, or make changes as required by SANBAG prior to the date specified in Item 4.B by delivering one hundred eighty (180) days' prior written notice to Licensee, provided that SANBAG, in its sole, reasonable judgment, determines that it then may require possession of the License Property for its primary transportation related purposes~~

SANBAG shall also have the right to terminate this Agreement, at any time, for the additional following reasons:

(a) If Licensee abandons the Bikeway or the License Property, no notice of termination is necessary, and this Agreement shall immediately terminate as set forth in Section 13.

(b) If Licensee breaches this Agreement, no notice of termination is necessary, and this Agreement shall immediately terminate, as set forth in Section 14.

The term of this Agreement as provided above is referred to as the "Term".

1.3 **Condition of Premises.** Licensee acknowledges that it has inspected and accepts the License Property in its present condition as suitable for the use for which this Agreement is granted. Execution of this Agreement by Licensee shall be conclusive to establish that the License Property is in good and satisfactory condition as of the Commencement Date.

2. PAYMENTS

Intentionally omitted.

3. TAXES

Intentionally omitted.

4. DESIGN AND CONSTRUCTION

4.1 Submittal of Plans. Prior to commencement of any construction, reconstruction, installation, restoration, alteration, repair, replacement or removal (hereinafter, "Work") on the License Property, Licensee shall submit work plans, including, without limitation, the irrigation plans and the specific types of trees and landscape contemplated in the design, to SANBAG and MTA for review and approval. Licensee will consult with SANBAG and MTA during the design phase to ensure SANBAG's approval and to coordinate project concerns. Any such Work must be carried out pursuant to work plans approved in writing by SANBAG, SCRRA and MTA. If there are existing tenants on the License Property, Licensee will work with the tenants and, if at all possible, will prepare work plans compatible with the existing tenants.

4.2 Contents of Work plans. The SANBAG will approve only low maintenance trees and plants, including non-deciduous trees and shrubs which provide minimal root disruption to the surface and which require minimal trimming. No landscape materials will be planted in the proximity of any existing billboards, which, even when fully mature, would obstruct any visibility of the billboard from adjacent vehicular roadways. Licensee will also indicate in the work plans that it had contacted Dig-Alert and considered any underground utilities in its design and construction plans.

4.3 Performance of Work. Any Work performed or caused to be performed by Licensee on the Bikeway or the License Property shall be performed (a) at Licensee's sole cost and expense; (b) in accordance with any and all applicable laws, rules and regulations (including the SANBAG's SCRRA's and/or MTA's rules and regulations), building codes and ordinances; (c) only after execution of a written right of entry agreement with SANBAG, MTA and SCRRA by Licensee and/or Licensee's Parties, and (d) in a manner which is (i) equal to or greater than the then applicable standards of the industry for such work, and (ii) satisfactory to SANBAG, SCRRA and MTA. In addition, Licensee shall provide SANBAG, SCRRA and MTA with at least 10 calendar days' written notice prior to commencement of any Work on the License Property or the Bikeway, except in cases of emergency, in which event Licensee shall notify SANBAG's representative personally or by phone, as outlined in Section 11 hereof, prior to commencing any Work.

To avoid damaging SANBAG's and/or SCRRA's underground signaling system, Licensee or Licensee's Parties shall not perform any excavation work along any portion of the License Property lying within one hundred fifty (150) feet of any at-grade road crossing, until it has received approval from SCRRA to perform such work.

4.4 Prior Notification for Work and Request for Protective Services. Prior to commencing any Work which is conducted entirely within the License Property and southwesterly of the Barrier Fence, Licensee shall notify SANBAG, SCRRA and MTA in writing, at least ten (10) business days in advance of the date Licensee would like to commence such Work. In such notice, Licensee shall specify: (i) the type of work to be performed and its location; (ii) the date(s) the work is scheduled to be performed, (iii) the name, contact person and telephone number of the contact person for each contractor or Licensee department planning to access the SANBAG Property to conduct the work, and (iv) whether any person or equipment will be within twenty five (25) feet of any track during the course of the work.

SANBAG, and SCRRA shall then determine whether an SANBAG or SCRRA flag person needs to be present during the work, whether Licensee, SANBAG and/or SCRRA needs to implement any special protective or safety measures, and whether additional insurance is required during the course of the work. The provision of a flag person and the implementation of any special protective or safety measures shall collectively be referred to in this Agreement as "Protective Services". If Protective Services are required and performed by SANBAG or SCRRA, Licensee shall pay SANBAG and/or SCRRA (as applicable) for same.

Licensee understands that prior notification of SANBAG and SCRRA as set forth herein does not guarantee the availability of Protective Services for the date Licensee proposes to do the work, and Licensee agrees not to enter the SANBAG Property to conduct the work, nor allow Licensee's Parties to do same, prior to securing the SANBAG and/or SCRRA required Protective Services and approval to proceed with such work.

4.5 Soil Handling Procedures. Only Clean Soil (defined below) may be brought upon, used and/or spread on the SANBAG Property by Licensee in conjunction with Licensee's construction or maintenance of the Bikeway. Any soil currently existing on the SANBAG Property may not be spread on the property unless and until it is characterized as Clean Soil to the reasonable satisfaction of SANBAG. The terms used in this Section shall have the following meanings:

- (a) "Clean Soil": Soil that is free from Hazardous Materials.
- (b) "Import Soil": Soil which did not originate from the SANBAG Property.
- (c) "Hazardous Materials": As defined in Section 18 of this Agreement.
- (d) "Soil": Soil, dirt, soil amendments, topsoil, soil conditioners, fertilizers, back fill mix and any other soil mixture.

Licensee shall not bring upon or use any Import Soil on SANBAG Property in conjunction with the Work provided under this Agreement, unless the following conditions have been met: (i) the Import Soil does not contain rubbish, debris, or rocks greater than six (6) inches in dimension; (ii) the Import Soil is Clean Soil; and (iii) prior to putting the Import Soil on the SANBAG Property, Licensee provides documentation to SANBAG's reasonable satisfaction that the requirements (i) and (ii) above have been met.

4.6 As-Built Drawings. Within ninety (90) days after the substantial completion of the construction and installation of the Bikeway, Licensee shall deliver to SANBAG, for SANBAG's, SCRRRA's and MTA's review and approval, two (2) full sets of as-built drawings for the Bikeway (the "As-Built Drawings"), which shall be developed, altered and/or changed so as to meet the requirements of SANBAG, SCRRRA and MTA. At a minimum, however, such As-Built Drawings shall: (i) be substantially of the form of the work plans which were approved in writing by SANBAG, SCRRRA and MTA; (ii) include all changes to the work plans which were approved in writing by SANBAG, SCRRRA and MTA; (iii) show all improvements and construction performed by Licensee on the License Property; (iv) clearly indicate and label the area of the License Property; (v) show the centerline of the railroad tracks existing on the SANBAG Property, as of the date that construction and installation of the Bikeway was substantially complete; and (vi) show, to scale, on all plan view and cross section drawings, the northeasterly and southwesterly boundaries of the License Property with respect to the centerline of the railroad tracks set forth in item (v) above, and the northeasterly and southwesterly extent of the Bikeway with respect to the centerline of the railroad tracks set forth in item (v) above. To the extent that the As-Built Drawings indicate or show that the Bikeway has not been constructed pursuant to the construction plans and specifications approved by SANBAG, SCRRRA and MTA, Licensee shall, at the request of SANBAG, rebuild, reconstruct and/or reinstall the Bikeway, at Licensee's sole cost and expense, so that the Bikeway will be constructed, located and installed in accordance with the approved construction plans and specifications and the approved changes thereto. Failure to provide As-Built Drawings to the SANBAG as set forth herein shall be deemed a material breach of this Agreement.

5. CONTRACTORS; APPROVAL AND INSURANCE

5.1 Approval. Any contractors of Licensee (Licensees' Parties) performing Work on the Bikeway or the License Property shall first be approved in writing by SANBAG, SCRRRA and MTA, and shall enter into a written right-of-entry agreement with MTA and SCRRRA. SANBAG, SCRRRA and MTA reserve the right, throughout the Term of this Agreement, to refuse entry to the License Property to any of Licensee's Parties, if SANBAG, SCRRRA and MTA have cause to do so. Licensee agrees to refuse entry onto the License Property to any of Licensee's Parties rejected by SANBAG, SCRRRA and MTA in accordance with the provisions of this Section.

5.2 Insurance. Licensee shall cause any of Licensee's Parties which (i) may be involved with such Work, or (ii) may, for any reason, need to enter onto the License Property, to obtain and maintain in full force and effect during the Term of this Agreement, or throughout the term of such Work (as applicable), insurance, as required by SANBAG, SCRRRA and MTA, in the amounts and coverage's specified on, and issued by insurance companies as described on, Exhibit "B". SANBAG, SCRRRA and MTA reserve the right, throughout the Term of this Agreement, to review and change the amount and type of insurance coverage it requires in connection with this Agreement or the Work to be performed on the Bikeway or the License Property.

6. COMMUNITY CONCERNS

Licensee shall be responsible for addressing any community concerns and questions relating to the Bikeway, and any Work performed on License Property including, without limitation, termination of existing leases, and ongoing maintenance of the License Property and the removal of the Bikeway at the termination of this Agreement, as provided in Section 15.

7. REIMBURSEMENT

Licensee agrees to reimburse SANBAG, SCRRA and/or MTA for all reasonable costs and expenses incurred by them in connection with any work on, or maintenance of, the License Property or the Bikeway, including, but not limited to, costs incurred by SANBAG, SCRRA and/or MTA in: (i) furnishing any materials or performing any labor, (ii) reviewing Licensee's construction plans and specifications, and/or any changes thereto, (iii) inspecting any work of Licensee or Licensee's Parties, (iv) furnishing of those watchmen, flagmen and inspectors as SANBAG, SCRRA and/or MTA deems necessary, and (v) furnishing other items or performing other acts as SANBAG, SCRRA and/or MTA in their sole discretion deems necessary to monitor or aid in compliance with this Agreement. Licensee shall reimburse SANBAG, SCRRA and/or MTA for any such cost or expense immediately upon receipt of a bill or an invoice therefor.

8. LIENS

Licensee will fully and promptly pay for all materials joined or affixed to the Bikeway or SANBAG Property, and fully and promptly pay all persons who perform labor upon said Bikeway or SANBAG Property. Licensee shall not suffer or permit to be filed or enforced against the SANBAG Property or the Bikeway, or any part thereof, any mechanics', materialmen's, contractors', or subcontractors' liens or stop notices arising from, or any claim for damage growing out of, any testing, investigation, maintenance or Work, or out of any other claim or demand of any kind. Licensee shall pay or cause to be paid all such liens, claims or demands, including sums due with respect to stop notices, together with attorney's fees incurred by SANBAG with respect thereto, within ten (10) business days after notice thereof and shall indemnify, hold harmless and defend SANBAG from all obligations and claims made against SANBAG for the above described work, including attorney's fees. Licensee shall furnish evidence of payment upon request of SANBAG. Licensee may contest any lien, claim or demand by furnishing a statutory lien bond or equivalent with respect to stop notices to SANBAG in compliance with applicable California law. If Licensee does not discharge any mechanic's lien or stop notice for works performed for Licensee, SANBAG shall have the right to discharge same (including by paying the claimant) and Licensee shall reimburse SANBAG for the cost of such discharge within ten (10) business days after billing. SANBAG reserves the right at any time to post and maintain on the SANBAG Property such notices as may be necessary to protect SANBAG against liability for all such liens and claims. The provisions of this section shall survive the termination of this Agreement.

9. LANDSCAPING

SANBAG, SCRRA and/or MTA shall have the right to review and approve landscape plans prior to installation of the landscape materials, as outlined in Section 4, including any modifications made to the landscaping throughout the term of this License.

10. FENCING AND GATES

Licensee, at its sole cost and expense, shall install fencing and gates on the License Property and shall maintain Licensee's installed fencing and gates and SANBAG's existing tubular steel fencing on SANBAG Property in conjunction with one another so as to prevent the public from accessing the SANBAG Property lying adjacent to the Bikeway. The new fencing and SANBAG's tubular steel fencing shall be referred to collectively in this Agreement as the "Barrier Fencing". If requested by SANBAG, Licensee agrees to install locked gates in the Barrier Fencing at locations to be specified by SANBAG, SCRRA and/or MTA. The new fencing and gates to be installed by Licensee shall be manufactured and installed pursuant to the specifications of SCRRA. Such gates will be used to provide access to adjacent SANBAG Property for the benefit of SANBAG, SCRRA and/or MTA and the beneficiaries of any agreement or other property right affecting such SANBAG Property. The Barrier Fencing and any required gates shall be included on any work plans required by SANBAG, SCRRA and/or MTA. All fencing and gate installation and Barrier Fencing maintenance work shall be done in accordance with the provisions of this Agreement, and to the satisfaction of SANBAG, SCRRA and/or MTA. SANBAG, SCRRA and/or MTA shall retain custody and be fully responsible for all locks and keys which allow access through the installed protective gates.

11. MAINTENANCE AND REPAIR

11.1 General Maintenance Responsibilities. Licensee, at Licensee's sole expense, shall maintain the License Property and the Bikeway in a first-class condition during the Term of this Agreement and shall be responsible for all incremental costs related to development of the Bikeway, and maintenance of the License Property and the Bikeway as necessary to keep the License Property and the Bikeway in good order and condition, to SANBAG, SCRRA and/or MTA's satisfaction. Licensee's maintenance responsibilities shall include, but not be limited to, keeping the Bikeway and all other facilities and improvements of Licensee on the License Property weed, graffiti and litter-free

to the satisfaction of SANBAG, SCRRA and/or MTA. In addition, Licensee shall ensure that (i) all landscaping which is a part of the Bikeway be adequately watered, fed and pruned, so as to be maintained in a healthy condition; (ii) any and all signs required by SANBAG as part of the Bikeway be maintained in a clean, readable condition, and (iii) all drainage facilities constructed to accommodate the Bikeway be maintained to allow for free flow of water. Licensee's maintenance obligations are further described in Exhibit "D", attached hereto.

11.2 Irrigation. Licensee shall pay for all costs to irrigate the Bikeway and the costs for associated utilities, including, without limitation, water.

11.3 Maintenance of Barrier Fencing. Licensee shall further ensure that all Barrier Fencing be maintained to prevent unauthorized access to SANBAG Property lying adjacent to and northeasterly of the License Property. All materials used to maintain and repair the Barrier Fencing shall be materially similar to the original fencing material, and shall be to the satisfaction of SANBAG, SCRRA and/or MTA.

11.4 Immediate Repair. If any portion of the SANBAG Property, including improvements or fixtures, suffers damage by reason of the access to or use of the License Property by Licensee or Licensee's Parties, including but not limited to damage to the Barrier Fencing, damage arising from vandalism (including graffiti), accident, or damage arising from any tests or investigations conducted upon the License Property, Licensee shall, at its own cost and expense, immediately repair all such damage and restore the SANBAG Property to as good a condition as before such cause of damage occurred. Repair of damage shall include, without limitation, regrading and resurfacing of any holes, ditches, indentations, mounds or other inclines created by any excavation by Licensee or Licensee's Parties. If Licensee fails to maintain the License Property to SANBAG, SCRRA and/or MTA's satisfaction, SANBAG, SCRRA and/or MTA may, but is not obligated to, maintain and clean up the License Property and Licensee shall immediately reimburse the applicable party for its costs.

11.5 Overhead and Underground Installations. Licensee shall ensure that Licensee or Licensee's Parties protect from damage all underground and aboveground installations and improvements, including pipelines, fiber optic cables, overhead wire lines and billboards which are located on SANBAG Property and which may be impacted by construction, maintenance and/or use of the Bikeway. Licensee shall call Underground Service Alert (Dig-Alert) prior to any underground probe or excavation within the SANBAG Property. In addition, Licensee shall coordinate all work so as to not adversely hinder access to these installations and improvements by the owners.

11.6 Access for Normal Maintenance Work. Normal maintenance work which is conducted entirely within the License Property and southwesterly of the Barrier Fencing may be performed by Licensee or Licensee's parties without written notice to SANBAG, SCRRA and/or MTA, provided that Licensee and Licensee's Parties performing such maintenance work have previously received SANBAG, SCRRA and/or MTA's written approval to access the License Property for such purposes. Prior to commencing such normal maintenance work, however, the party performing such work is to provide SCRRA with at least 48 hours' advance notice by phone, identifying the time, duration and location of said work.

11.7 Access for Emergency Work. In cases where Licensee reasonably determines that emergency work is necessary, Licensee shall use its best efforts to contact SANBAG, SCRRA and/or MTA's representative personally or by phone prior to commencing such work. During any emergency work, Licensee shall comply with all requests and requirements of SANBAG, SCRRA and/or MTA staff or contractors responding to the emergency.

12. USE

The License Property and the Bikeway shall be used only for the purposes specified in Item 2 of the Basic License Provisions and for such lawful purposes as may be directly incidental thereto. No change shall be made by Licensee in the use of the License Property or to the Bikeway without SANBAG's and MTA's prior review and written approval.

In no event can the License Property be used for park or recreational purposes.

13. ABANDONMENT

Should Licensee at anytime abandon the use of the Bikeway or the License Property, or any part thereof, or fail at any time for a continuous period of ninety (90) days to use the same for the purposes contemplated herein, then this Agreement shall terminate to the extent of the portion so abandoned or discontinued, and in addition to any other rights or remedies, SANBAG shall immediately be entitled to exclusive possession and ownership of the portion so abandoned or discontinued, without the encumbrance of this Agreement.

14. BREACH

Should Licensee breach, or fail to keep, observe or perform any agreement, covenant, term or condition on its part herein contained, then, in addition to any other available rights and remedies, SANBAG and MTA at its option may:

(a) perform any necessary or appropriate corrective work at Licensee's expense, which Licensee agrees to pay to SANBAG upon demand, or

(b) with or without written notice or demand, immediately terminate this Agreement and at any time thereafter, recover possession of the License Property or any part thereof, and expel and remove therefrom Licensee and any other person occupying the License Property by lawful means, and again repossess and enjoy the License Property and the Bikeway, without prejudice to any of the remedies that SANBAG and MTA may have under this Agreement, at law or equity by reason of Licensee's default or of such termination.

15. SURRENDER

As a condition to termination of this Agreement for any reason or on the expiration of this Agreement, unless otherwise agreed to by SANBAG in writing to leave in place any part of the Bikeway, Licensee, at its own cost and expense, shall (i) relocate the landscaping and improvements, except for SANBAG's tubular steel fencing, or remove the Bikeway, as determined by the SANBAG in its sole discretion; and (ii) restore the SANBAG Property to a state and condition satisfactory to SANBAG. Should Licensee fail to comply with the requirements of the preceding sentence, SANBAG may at its option perform the same at Licensee's expense, which costs Licensee agrees to pay to SANBAG on demand. Notwithstanding anything herein to the contrary, SANBAG may, in its sole discretion, request Licensee to leave all or a portion of the Bikeway in place on the License Property, in which case, it would elect to assume title and ownership of said Bikeway, at no cost to SANBAG. No termination hereof shall release Licensee from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date the Bikeway is removed and the SANBAG Property is restored.

16. INDEMNIFICATION

Licensee, on behalf of itself and its successors and assigns, agrees to indemnify, defend (by counsel satisfactory to SANBAG), and hold harmless SANBAG and MTA and its subsidiaries, officers, directors, employees, agents, invitees, licensees, successors and assigns (individually and collectively, "Indemnitees"), to a reasonable extent allowed by law, from and against loss, liability, claims, demands, suits, liens, claims of lien, damages, costs and expenses (including, without limitation, any fines, penalties, judgments, litigation expenses, and experts' and attorneys' fees), that are incurred by or asserted against Indemnitees arising out of or connected in any manner with (i) the acts or omissions to act of the Licensee, or its officers, directors, affiliates, Licensee's Parties or anyone employed by or for whose acts Licensee is liable (collectively, "Personnel") or invitees of Licensee, in connection with License Property or arising from the presence upon or performance of activities by Licensee or its Personnel with respect to the License Property, (ii) bodily injury to or death of any person (including employees of Indemnitees) or damage to or loss of use of property resulting from such acts or omissions of Licensee or its Personnel, or (iii) non-performance or breach by Licensee or its Personnel of any term or condition of this Agreement, in each case whether occurring during the Term of this Agreement or thereafter.

The foregoing indemnity shall be effective except to the extent any liability is caused by the active negligence or willful misconduct of Indemnitees or unless Indemnitees are fully indemnified by any other lessee and/or licensee (unrelated to this License), shall survive termination of this Agreement, and is in addition to any other rights or remedies which Indemnitees may have under the law or under this Agreement. Upon request of SANBAG and MTA, Licensee shall provide insurance coverage, as provided in Section 18, for possible claims or losses covered by the indemnification and defense provisions of this Agreement.

Claims against the Indemnitees by Licensee or its Personnel shall not limit the Licensee's indemnification obligations hereunder in any way, whether or not such claims against Indemnitees may result in any limitation on the amount or type of damages, compensation, or benefits payable by or for a Licensee or its Personnel under workers' compensation acts, disability benefit acts or other employee benefit acts or insurance.

17. ASSUMPTION OF RISK AND WAIVER

To the maximum extent allowed by law, Licensee assumes reasonable risk of loss, damage or injury of any kind to any person or property, including without limitation, the Bikeway, the License Property and any other property of, or under the control or custody of, Licensee. Licensee's assumption of risk shall include, without limitation, loss or damage caused by: (i) defects in Licensee's improvement on the License Property, (ii) accident or fire

or other casualty caused by Licensee on License Property, (iii) normal and customary railroad activity, including SANBAG's, SCRRA's and MTA transit operations, freight or other passenger rail operations, and the operations of any construction, maintenance or repair company validly operating on the SANBAG Property and including electrical discharge, noise or vibration resulting from said railroad activity on or near SANBAG Property but not including derailments caused by such rail activity, or (iv) any normal and customary response by SANBAG, SCRRA and MTA or any of the Indemnitees with respect to any event resulting from the foregoing Items (i) through (iii). The term "SANBAG" as used in this section shall include: (i) any transit or rail-related company validly operating upon or over SANBAG's tracks or other property, and (ii) any other persons or companies employed, retained or engaged by SANBAG, SCRRA and MTA. Licensee, on behalf of itself and its Personnel (as defined in Section 16), and to the extent permitted by law, its invitees, as a material part of the consideration for this Agreement, hereby waives all claims and demands against SANBAG for any such loss, damage or injury of Licensee and/or its Personnel.

The provisions of this section shall survive the termination of this Agreement.

18. INSURANCE

Licensee, at its sole cost and expense, shall obtain and maintain in full force and effect during the Term of this Agreement insurance as required by SANBAG and MTA in the amounts and coverage's specified and issued by insurance companies as described on Exhibit "B". SANBAG and MTA reserve the right, throughout the Term of this Agreement, to review and upon giving 60 days' notice to Licensee, to change the amount and type of insurance coverage it requires in connection with this Agreement or any work to be performed on the License Property. Prior to (i) entering the License Property or (ii) performing any Work or maintenance on the License Property, Licensee shall furnish SANBAG and MTA with insurance endorsements or certificates evidencing the existence, amounts and coverage's of the insurance required to be maintained hereunder. As a public entity, Licensee may satisfy this requirement through the use of commercial insurance, self-insurance, risk pooling or risk retention, or any combination thereof at Licensee's option. SANBAG nor MTA shall not be liable for the payment of any premiums or assessments for insurance required to be maintained by Licensee under this Agreement.

19. TESTS AND INSPECTIONS

SANBAG and MTA shall have the right at any time to inspect the License Property and the Bikeway so as to monitor compliance with this Agreement. If, in SANBAG's or MTA's sole judgment, any installation on, or use or condition of the License Property may have an adverse effect on the SANBAG Property, adjacent property (whether or not owned by SANBAG) or SANBAG, SCRRA or MTA operations, SANBAG shall be permitted to conduct any tests or assessments, including but not limited to environmental assessments, of, on or about the License Property, as it determines to be necessary or useful to evaluate the condition of the License Property. Licensee shall cooperate with SANBAG in any tests or inspections deemed necessary by SANBAG. Licensee shall pay or reimburse SANBAG, as appropriate, for all reasonable costs and expenses incurred due to tests, inspections or any necessary corrective work and inspections thereafter.

20. HAZARDOUS/TOXIC MATERIALS USE AND INDEMNITY

Licensee shall operate and maintain the License Property in compliance with all, and shall not cause or permit the License Property to be in violation of any federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of the courts, permits or permit conditions, currently existing or as amended or adopted in the future which are or become applicable to Licensee or the License Property ("Environmental Laws"). Except for Hazardous Materials expressly approved by SANBAG in writing as shown on Exhibit "C", Licensee shall not cause or permit, or allow any of Licensee's Parties to cause or permit, any Hazardous Materials to be brought upon, stored, used, generated, treated or disposed of on or about the SANBAG Property. Any Hazardous Materials on the site shall be stored, used, generated and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance or material which is now or becomes in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, its properties or effects. Licensee will not be responsible for any condition existing prior to the commencement of this License.

Licensee shall indemnify, defend (by counsel acceptable to SANBAG) and hold harmless the Indemnitees (as defined in Section 16) from and against all loss, liability, claim, damage, cost or expense (including without limitation, any fines, penalties, judgments, litigation expenses, attorneys' fees, and consulting, engineering, and construction fees and expenses) incurred by Indemnitees as a result of (a) Licensee's breach of any prohibition or provision of this section, or (b) any release of Hazardous Materials upon or from the Bikeway or the License Property or contamination of the SANBAG Property or adjacent property (i) which occurs due to the use and occupancy of the Bikeway or the SANBAG Property by Licensee or Licensee's Parties, or (ii) which is made worse due to the act or failure to act of Licensee or Licensee's Parties.

The foregoing indemnity shall be effective except to the extent any liability is caused by the active negligence or willful misconduct of Indemnitees or unless Indemnitees are fully indemnified by any other lessee and/or licensee (unrelated to this License), shall survive termination of this Agreement, and is in addition to any other rights or remedies which Indemnitees may have under the law or under this Agreement.

Licensee shall promptly notify SANBAG of any release on, or contamination of, SANBAG Property of which Licensee or any of Licensee's Parties becomes aware. In addition, in the event of any release on or contamination of the License Property by Licensee or Licensee's Parties, Licensee, at its sole expense, shall promptly take all actions necessary to clean up the affected property (including the SANBAG Property and all affected adjacent property, whether or not owned by SANBAG) and to return the affected property to the condition existing prior to such release or contamination, to the satisfaction of SANBAG and any governmental authorities having jurisdiction thereover.

21. UNDERGROUND STORAGE TANKS

NEITHER LICENSEE NOR LICENSEE'S PARTIES SHALL INSTALL OR USE ANY UNDERGROUND STORAGE TANKS ON THE LICENSE PROPERTY UNLESS SPECIFICALLY APPROVED IN ADVANCE IN WRITING BY SANBAG, WHICH APPROVAL MAY BE WITHHELD IN SANBAG'S SOLE DISCRETION.

At SANBAG's option, upon the termination of this Agreement at any time and for any reason, Licensee shall, prior to the effective date of such termination, remove and close all underground storage tanks and related equipment and clean up and remove all Hazardous Materials in, on, under and about the SANBAG Property, in accordance with the requirements of all Environmental Laws and to the satisfaction of SANBAG and any governmental authorities having jurisdiction thereover, and deliver to SANBAG a copy of a certificate of closure issued for such tanks by the appropriate governmental authority.

22. SUBORDINATE RIGHTS

This Agreement is subject and subordinate to the prior and continuing right and obligation of SANBAG, its successors and assigns, to use the SANBAG Property or any portion thereof in the exercise of its powers and in the performance of its duties, including those as a public transportation body. Accordingly, there is reserved and retained unto SANBAG, its successors, assigns and permittees, the right to construct, reconstruct, operate, maintain, use and/or relocate existing and future rail tracks, facilities and appurtenances and existing and future transportation, communication, pipeline and other facilities and appurtenances in, upon, over, under, across and along the SANBAG Property or any portion thereof, and in connection therewith the right to grant and convey to others, rights and interests to the SANBAG Property or any portion thereof. This Agreement is subject to all licenses, leases, easements, reservations, restrictions, conditions, covenants, encumbrances, liens, claims and other matters of title ("title exceptions") which may affect the Property now or hereafter, and this Agreement is executed and delivered by SANBAG without any warranty of title, express or implied, and the words "grant" or "convey" as used herein shall not be construed as a warranty of title or as a covenant against the existence of any such title exceptions.

In the event SANBAG is made aware of any intent by its permittees to perform any of the above-referenced activities, SANBAG agrees to request said permittees to promptly advise and fully inform Licensee with respect to said intentions.

This Agreement is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens, claims and other matters of title ("title exceptions") which may affect the SANBAG Property now or hereafter, and the words "grant" or "convey" as used herein shall not be construed as a covenant against the existence of any such title exceptions.

Neither SANBAG, SCRRRA or MTA, or any Indemnatee shall have any liability or obligation with respect to any acts or omissions of any of the beneficiaries of the above-referenced title exceptions. SANBAG, its successors, assigns and permittees shall, at all times, have the right to enter upon and use the License Property in common with Licensee, provided that such entry and use does not materially and adversely affect Licensee's long term use of said SANBAG Property.

The beneficiaries of the title exceptions and any other business operating on or possessing rights to use SANBAG Property, including the owners of any advertising signs located on said Property, are referred to herein as "Businesses".

Licensee agrees to pay any and all costs or expenses resulting from, or arising out of, construction of the Bikeway or related to Licensee's use and occupancy of the License Property, including all costs and

expenses resulting from any Relocation Negotiations with any Business, the termination of such Business' right to use and occupy the SANBAG Property, and any relocation of any Business resulting therefrom.

23. COMPLIANCE WITH LAWS

Licensee shall comply with all applicable federal, state and local laws, regulations, rules and orders in its work on, or maintenance, inspection, testing or use of, the Bikeway and the SANBAG Property and shall furnish satisfactory evidence of such compliance promptly upon request of SANBAG. SANBAG may enter the License Property to inspect the Bikeway at any time, upon provision of reasonable notice of inspection to Licensee. Licensee shall obtain all required permits or licenses required by any governmental authority for its use of the License Property and the Bikeway, at its sole cost and expense.

24. CONDEMNATION

In the event all or any portion of the License Property shall be taken or condemned for another public use (including conveyance by deed in lieu of or in settlement of condemnation proceedings), Licensee assigns to SANBAG all compensation (if any) arising out of such taking or condemnation awarded to Licensee.

25. MARKERS

Intentionally omitted.

26. GENERAL PROVISIONS

26.1 Notices. All notices and demands which either party is required to or desires to give to the other shall be made in writing by personal delivery, by express courier service or by certified mail postage prepaid, and addressed to such party at its address set forth in the Basic License Provisions. Either party may change its address for the receipt of notice by giving written notice thereof to the other party in the manner herein provided. Notices shall be effective only upon receipt by the party to whom notice or demand is given.

26.2 Non-Exclusive License. The license granted herein is not exclusive and SANBAG specifically reserves the right to grant other licenses within the License Property.

26.3 Governing Law. This Agreement shall be governed by the laws of the State of California.

26.4 Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

26.5 Interest on Past-due Obligations. Except as expressly herein provided, any amount due to SANBAG, SCRRA and/or MTA arising out of this agreement which is not paid when due shall bear interest, from the date due, at the maximum rate then allowable by law. Such interest will be due SANBAG, SCRRA and/or MTA, as applicable, as it accrues. Payment of such interest shall not excuse or cure any default by Licensee under this Agreement, provided, however, that interest shall not be payable on late charges incurred by Licensee.

26.6 Captions. The Captions included in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement or any provision hereof, or in any way affect the interpretation of this Agreement.

26.7 Survival of Obligations. All obligations of Licensee hereunder not fully performed as of the expiration or earlier termination of the Term of this Agreement shall survive the expiration or earlier termination of this Agreement, including without limitation, all obligations concerning the condition of the SANBAG Property and the Bikeway.

26.8 Waiver of Covenants or Conditions. The waiver by one party of the performance of any covenant or condition under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by it of any other covenant or condition under this Agreement.

26.9 Amendment. This Agreement may be amended at any time by the written agreement of SANBAG and Licensee. All amendments, changes, revisions, and discharges of this Agreement in whole

or in part, and from time to time, shall be binding upon the parties despite any lack of legal consideration, so long as the same shall be in writing and executed by the parties hereto.

26.10 Assignment. This Agreement and the license granted herein are personal to the Licensee. Licensee shall not assign or transfer (whether voluntary or involuntary) this Agreement in whole or in part, or permit any other person or entity to use the rights or privileges hereby conveyed, without the prior written consent of SANBAG, which may be withheld in SANBAG's sole and absolute discretion, and any attempted act in violation of the foregoing shall be void and without effect and give SANBAG the right to immediately terminate this Agreement.

26.11 Attorneys' Fees. In any judicial or arbitration proceeding involving performance under this Agreement, or default or breach thereof, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

26.12 Nondiscrimination. Licensee certifies and agrees that all persons employed thereby and/or the affiliates, subsidiaries, or holding companies thereof and any contractors retained thereby with respect to the License Property are and shall be treated equally without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with all federal and state laws prohibiting discrimination in employment, including but not limited to the Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the California Fair Employment Practices Act.

26.13 Further Acts. Licensee agrees to perform any further acts and to execute and deliver in recordable form any documents which may be reasonably necessary to carry out the provisions of this Agreement, including, at SANBAG's sole discretion, the relocation of the Bikeway and the license granted hereby.

26.14 Termination for Public Project. Licensee hereby expressly recognizes and agrees that the License Property is located on SANBAG property that may be developed for public projects and programs which may be implemented by SANBAG or other public agencies, such as, but not limited to: rail and bus transit ways, bikeways, walkways, beautification projects and other public uses (collectively "Project"), and that Licensee's use of the License Property under this Lease is *subject to SANBAG's right to require Licensee to relocate the License Property, alter, or make changes as required by SANBAG, at Licensee's sole cost and expense unless relocation of the Facility (bikeway) is incorporated in the Project. Accordingly, as a condition to entering into this Lease, SANBAG expressly reserves the right to require Licensee to relocate, alter, or make changes as required by SANBAG, for any public Project.* Licensee expressly acknowledges and agrees that: (1) SANBAG may relocate the License Property for any public project; (2) Licensee will NOT oppose any public Project when planned or implemented on or adjacent to the License Property; and (3) in the event SANBAG requires Licensee to relocate the License Property for any public Project, Licensee (a) shall not be entitled to receive any relocation assistance, moving expenses, goodwill or other payments under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. &4601 et seq; and (b) shall not be entitled to any compensation under the eminent domain law, as a result of such termination and vacation of the License Property.

Licensee
SANBAG

26.15 Future Need of License Property. If SANBAG shall at any time, or from time to time, so require by written notice thereof to Licensee based on the need of SANBAG, in its sole discretion, for the License Property for its public purposes Licensee shall reconstruct, alter, make changes as required by SANBAG, relocate or remove its Facility at Licensee's sole cost and expense.

26.16 Relocation. Licensee hereby waives any right to relocation assistance, moving expenses, goodwill or other payments to which Licensee might otherwise be entitled under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. .4601 et seq. and/or the California Relocation Assistance Law, as amended, Government Code .7260 et seq. but for this waiver and SANBAG's express right of termination.

26.17 Time of Essence. Time is of the essence.

26.18 No Recording. Licensee shall not record or permit to be recorded in the official records of the county where the License Property is located any memorandum of this Agreement or any other document giving notice of the existence of this Agreement or the license granted hereby.

26.19 Revocable License. ~~Licensee agrees that notwithstanding the improvements made by Licensee to the License Property or other sums expended by Licensee in furtherance of this Agreement, the license granted herein is revocable by SANBAG in accordance with the terms of this Agreement.~~

26.20 Entire Agreement; Amendments. This Agreement and the Exhibits hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior verbal or written agreements and understandings between the Parties with respect to the items set forth herein. This Agreement may be amended at any time by the written agreement of SANBAG and Licensee. All amendments, changes, revisions, and discharges of this Agreement in whole or in part, and from time to time, shall be binding upon the parties despite any lack of legal consideration, so long as the same shall be in writing and executed by the parties hereto.

26.21 Additional Provisions. Those additional provisions set forth in Exhibit "D", if any, are hereby incorporated by this reference as if fully set forth herein.

Exhibit "A"

Exhibit "B"

INSURANCE REQUIREMENTS FOR LEASES, LICENSES, AND PERMITS

Tenant, Licensee, or Permittee shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the use of SANBAG and MTA property hereunder by the Tenant, Licensee, or Permittee, his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance (Check all applicable boxes)

Coverage shall be at least as broad as:

- ☒ Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- ☒ Insurance Services Office Form No.CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
- ☒ Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
- ☐ Course of Construction insurance form providing coverage for "all risks" of loss.
- ☐ Property insurance against all risks of loss to any tenant improvements or betterments.
- ☐ Insurance Services Office Railroad Protective Liability
- ☐ Contractor's Pollution Liability with coverage for:
 - a. bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
 - b. property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
 - c. defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; and
 - d. losses caused by pollution conditions that arise from the operations of the contractor described under the scope of services of this contract.

Minimum Limits of Insurance (Check all applicable boxes)

Tenant, Licensee, or Permittee shall maintain limits no less than:

- ☒ General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- ☒ Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- ☒ Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- ☐ Course of Construction (Builder's Risk): Completed value of the project.
- ☐ Property Insurance: Full replacement cost with no coinsurance penalty provision.
- ☐ Railroad Protective Liability: \$2,000,000 per occurrence. Aggregate limit shall apply separately to this project/location or the aggregate limit shall be twice the required per occurrence limit
- ☐ Contractors Pollution Liability: \$1,000,000 per occurrence/\$2,000,000 annual aggregate.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by SANBAG and MTA. At the option of SANBAG and MTA, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects SANBAG and MTA, its officials and employees; or the Tenant, Licensee, or Permittee shall procure a bond guaranteeing payment of losses, and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. SANBAG and MTA, its subsidiaries, officials and employees are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Tenant, Licensee, or Permittee; products and completed operations of the Tenant, Licensee, or Permittee; premises owned, occupied or used by the Tenant, Licensee, or Permittee; and automobiles owned, leased, hired or borrowed by the Tenant, Licensee, or Permittee. The coverage shall contain no special limitations on the scope of protection afforded to SANBAG and MTA, its subsidiaries, officials and employees.
2. For any claims related to this project, the Tenant, Licensee, or Permittee's insurance coverage shall be primary insurance as respects SANBAG and MTA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by SANBAG and MTA, its subsidiaries, officials and employees shall be excess of the contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SANBAG and MTA, its subsidiaries, officials and employees.
4. The Tenant, Licensee, or Permittee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either a party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to SANBAG and MTA.
6. Workers' Compensation and Employer's Liability policies shall contain the inclusion of the SANBAG and MTA, its Subsidiaries, officials, and employees as additional insured or provide a waiver of subrogation.
7. MTA lease number must be included with description of leased premises.

Course of construction policies shall contain the following provisions:

1. SANBAG and MTA shall be named as loss payee.
2. The insurer shall waive all rights subrogation against SANBAG and MTA.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- VII, unless otherwise approved by SANBAG and MTA.

Verification of Coverage

Tenant, Licensee, or Permittee shall furnish SANBAG and MTA with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by SANBAG and MTA before work commences. As an alternative, the Tenant, Licensee, or Permittee may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

Contractors and Subcontractors

Tenant, Licensee, or Permittee shall include all contractors and subcontractors as insureds under its policies or require certificates and endorsements for each contractor and subcontractor. All coverages for contractors and subcontractors shall be subject to all of the requirements stated herein. The administration of insurance compliance of contractors and subcontractors shall be subject to audit review by SANBAG and MTA.

Exhibit “C”

Permitted Hazardous Materials

No hazardous materials are permitted to be used or stored on Premises.

Exhibit "D-1 "

Additional Provisions

1. **Importation of Soil/Fill Dirt.** Licensee shall not bring upon or use any Import Soil on the Premises in conjunction with any purposes allowed under this Agreement, until said Import Soil has been laboratory tested by a certified hazardous waste testing laboratory and the test results have been approved by MTA's Environmental Consultant. Additionally, any soil currently existing on the Premises may not be spread on the Premises unless and until it is characterized as Clean Soil to the reasonable satisfaction of MTA's Environmental Consultant.
2. **Maintenance of Premises.** Licensee shall keep the Premises free and clear of weeds, trash, vegetation, unauthorized vehicle parking, graffiti and occupancy by transients/homeless persons or individuals. Licensee shall be fully responsible for ALL maintenance and maintenance that is required or necessary in connection with Licensee's use of Premises.
3. **Protection of Underground and Aboveground Installations.** Licensee shall ensure that it and Licensee's Parties protect, from and against any and all damage, all underground and aboveground installations and improvements, such as pipes, fiber optic lines and wires, which may be impacted by any work or any use of the Premises by Licensee. Any new utility lines and/or fiber optic crossings, etc., proposed to be added within the right of way by any party shall be applied for in the normal process and covered by separate License Agreement directly with SANBAG.
4. **Improvements.** Both Licensee and MTA acknowledge that the Premises is leased in "AS IS" condition and any track removal, grading, paving and fencing as may be necessary or required to meet Licensee's needs will be the sole responsibility of the Licensee. No permanent structures may be constructed on the premises without MTA's prior written approval. Licensee will be responsible for the removal of all permitted improvements upon termination of Lease.
5. **Utilities.** Licensee shall pay for any and all utilities for its benefit, security and use.
6. **Warranties.** The MTA makes no warranties as to the suitability of the location for Licensee's intended use as to zoning, visibility, traffic count or any other factors which may cause Licensee to want to lease the premises.
7. **Zoning or Permitting.** Any permits, inspection fees, or costs associated with the use or maintenance of the Premise by any governmental agency, department, or organization, or any labor expenses for the installation or maintenance of any permitted improvements are the Licensee's sole responsibility. Copies of permits are to be readily available for inspection by MTA personnel.
9. **Signage.** NO SIGNS PERMITTED on, or along the perimeter of the Premises unless such signs were requested and approved under your original proposal and covered by the required insurance.
10. **SANBAG's Right to Control Leasing and Licensing within entire Right of Way.** SANBAG shall continue to control Leasing and Licensing within the entire Right of Way. All applications for new utility crossings, ground Leases, or similar uses outside the scope of the approved Bike Trail/Beautification Plan, shall continue to be under the direct control and management of SANBAG.

Licensee	SANBAG

Initials

Exhibit "D-2 "

Additional Maintenance Provisions. Licensee shall provide labor, equipment, tools and materials necessary to fully maintain the Bikeway and its landscaping. Maintenance tasks that Licensee will be responsible for shall include, but not be limited to:

- (a) Weed abatement, which will be performed on a monthly basis.
- (b) Removal and disposal of refuse and debris, including broken concrete and asphalt, construction debris, scrap metal, broken glass, paper trash, furniture, appliances, automobile parts, shopping carts, tires, bicycles, dead vegetation, and other materials illegally dumped on the Bikeway. Debris shall be removed monthly and/or upon request.
- (c) Landscape Maintenance:
 - Provide adequate watering for the planted trees, shrubbery and ground cover to keep plantings in a healthy condition.
 - Pruning of trees. During the first five years of establishment, trees shall receive at least annual pruning. All cuttings shall be disposed of off-site, the same day.
 - Planting design and subsequent trimming plan shall incorporate compliance with existing regulations related to visibility and clearance for vehicles and pedestrians (including bus stop clearance requirements) and to maintain adequate visibility to existing advertising billboards.
 - Tree trimming at bus stops shall meet requirements that no part of any tree shall extend beyond the curb line for the entire length of the red curb and that at the curb line, no part of any tree shall be lower than 13 feet above the street level.
 - Maintenance levels shall be sufficient to not pose a fire hazard to all SANBAG and SCRRA buildings and structures, including poles and wirelines.
 - Respond to emergency situations, including trimming for public safety and visibility of traffic devices, signs, etc.
 - To facilitate railroad operations, the landscaping shall also be maintained so as to not:
 - (i) obstruct railroad signs and signals,
 - (ii) interfere with railroad employees performing their duties on the SANBAG Property,
 - (iii) prevent the proper functioning of signal and communication lines, or
 - (iv) railroad employees from visually inspecting moving equipment from their normal duty stations.
 - Licensee shall maintain the northeasterly extent of any and all landscaping associated with the Bikeway and the License Property such that the same are at all times no closer than twenty (20) feet from the centerline of the nearest railroad track located northeasterly of the License Property.
 - Fencing and landscaping associated with the Bikeway lying within one hundred and fifty (150) feet of the centerline of any at-grade road crossing of SANBAG Property shall meet the following minimum requirements:
 - (i) landscaping shall be maintained to a height of not more than three (3) feet above surrounding ground level;
 - (ii) fencing shall be maintained to a height of not more than four (4) feet above surrounding ground level.

(d) Investigate and resolve maintenance requests as quickly as possible consistent with staff and equipment availability and City policy.

(e) Post SANBAG-approved signs regarding the Bikeway project and/or ownership of the Right of Way. Maintain and replace signs as necessary.

(f) Remove graffiti from signs, posts and all hard structures appurtenant to the Bikeway and its landscaping on a weekly basis. Licensee shall not be responsible for maintenance of any erected billboards or appurtenances thereto.

In event the Bikeway and SANBAG Property not be maintained as herein provided, to SANBAG, SCRRA's and/or MTA's satisfaction, SANBAG, SCRRA and/or MTA may perform, at Licensee's expense, any necessary work including, but not limited to, tree and other landscape trimming and fence replacement, and Licensee agrees to reimburse SANBAG, SCRRA and/or MTA for all incurred costs.

Licensee	SANBAG

Initials

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 6

Date: November 20, 2008

Subject: Property Research for the former Southern Pacific Baldwin Park Branch

Recommendation:* Approve an increase in Purchase Order 08138 with the County of San Bernardino Surveyors Office for property research of the former Southern Pacific Baldwin Park Branch in the amount of \$20,000 for a new total of \$90,000 as identified in the Financial Impact Section.

Background: In February 2008, as a result of the settlement in the James Banks, Jr., et al. v. J.T. Storm Development, LLC, et al. the Board of Directors approved Purchase Order 08138 with the County Surveyors for the review of title for much of the Baldwin Park Branch. The County Surveyor's office was recommended due to the unique qualifications and demonstrated property related expertise.

The surveyor was to review current legal documents and underlying fee ownership information to determine if and where reversionary rights existed. During the review of the legal documents and ownership information it was determined that certain documents were in need of revision to achieve a mutual outcome to the Banks and SANBAG settlement. SANBAG requested the Surveyors Office assistance in the refinement of the legal descriptions of property acquired by SANBAG.

The County Surveyor has indicated that the additional work is estimated to be \$20,000.

*

Approved
Commuter Rail Committee

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

Financial Impact: This item is consistent with the adopted budget. Funding for the additional work is contained in Task 35209000 – General Commuter Rail. The funding source is LTF-Planning.

Reviewed By: This item is scheduled for review by the Commuter Rail Committee on November 20, 2008.

Responsible Staff: Michael Bair, Director of Transit and Rail Programs
Victoria Baker, Senior Transit Analyst

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 7

Date: November 20, 2008

Subject: Fiscal Year 2010 Federal Appropriations Process and Project Nominations

Recommendation:* Review the Federal Appropriations Process and Project Nominations.

Background: *Annual Federal Appropriations Process*

The annual federal appropriations process is undertaken each year by Congress and typically begins in late-January when Congressional delegations begin to accept projects to consider for inclusion in an appropriations bill. The appropriations process is directly linked to discretionary spending as it pertains to congressional budget authority subject to annual funding decisions.

While there are 12 different appropriations bills, each year SANBAG seeks funds from the annual Transportation, Housing and Urban Development appropriations (THUD) bill.

The federal fiscal year (FY) begins each October 1st and ends each September 30th and so the appropriations bill is advocated for one year in advance. For example, in 2009, SANBAG will begin advocating for discretionary spending requests to be included in the Fiscal Year 2010 THUD bill.

In reviewing the appropriations process, it is important to understand the difference between the terms "authorization" and "appropriation." An authorization establishes continues or modifies a program or grant authority

Approved
Commuter Rail Committee

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

for a given program to do something; similar to approving money to go into a federal checking account for a specific program. An appropriation, however, is specific budget authority for the program or agency to withdraw a specific amount of funds from the federal Treasury to do what is authorized to do; similar to “writing a check” on the federal checking account. More specifically, and this process pertains to transportation, the Safe, Accountable, Flexible, Efficient Transportation Equity Act – A Legacy for Users (SAFETEA-LU), which is a federal transportation authorization bill, directs spending that is appropriated on an annual basis. The annual appropriations process “writes the check” for projects and funding levels authorized by SAFETEA-LU and may also appropriate additional discretionary funds.

SANBAG’s Evaluation of the Appropriations Process

Each year, SANBAG is guided by its board approved legislative platform to seek legislative remedies for transportation policy and funding of transportation infrastructure projects. Additionally, SANBAG annually adopts a list of specific projects to advocate for as a part of the federal appropriations process. Since the passage of SAFETEA-LU, SANBAG staff – along with the assistance of Van Scoyoc Associates, SANBAG’s federal advocates – has tracked a trend whereby earmarks for discretionary funding provided by the annual appropriations process continue to be extremely competitive.

- FY 2007: Congress did not complete a transportation appropriations bill, choosing to fund programs through a year-long Continuing Resolution. In the absence of legislation, discretionary spending was left to the Department of Transportation.
- FY 2008: SANBAG received over \$4 million in earmarked funds in the transportation appropriations bill. This was in addition to the FY 2008 funding provided by SAFETEA-LU, the current surface transportation bill.
- FY 2009: Congress passed a Continuing Resolution which funds the federal government through March 5th. House and Senate Appropriations conferees are expected to work to pass final versions of the FY 2009 bills in January.

SANBAG’s Congressional delegation includes Senator Feinstein, Senator Boxer, Congressman Baca, Congressman Dreier, Congressman Lewis, Congressman McKeon and Congressman Miller. For the FY2008 appropriations bill, most of our Congressional delegates supported one to three of this region’s requests for discretionary funds.

Current Political Factors Affecting the Appropriations Process

During this past legislative cycle, the National Surface Transportation Policy and Revenue Study Commission, also known as the 1909 Commission, issued a report that provided recommendations to Congress to increase the federal role for transportation infrastructure. The report's recommendations for a \$0.25-\$0.40 federal gas tax increase was criticized by the Administration and some in Congress, signaling possible resistance to identifying revenue that will adequately fund transportation infrastructure needs for maintenance and new construction.

- The result of the current elections will create changes in committee assignments and a change of legislative priorities; the extent of these changes is not yet known.
- Transportation as a federal priority continues to fall below other legislative priorities in Congress.
- The Highway Trust Fund continues to fall short of funding needs as mandated by SAFETEA-LU; the fund was nearly bankrupt in September.
- If earmarks are provided in a given THUD appropriations bill, the number and the amount of such earmarks continues to shrink.

SANBAG's Recommendations for FY2010 Appropriations

Due to the state of the Highway Trust Fund, SANBAG encourages the Board to advocate for a permanent solution to keep the fund solvent. Additionally, SANBAG encourages the Board to continue advocating for the same projects submitted to Congress last year for discretionary funds to illustrate a continued need for these earmarks.

The projects listed below, as approved in January 2008, reflect the Board's commitment to address hours of delay and congestion relief along three major highway corridors – those corridors being I-10, I-15 and I-215 – and receive additional specialized funds for other projects of regional benefit where potential federal monies could help advance a project to the next phase. Please recognize that when this list of projects is submitted to Congress, SANBAG officials will be asked by our delegation offices to rank them in terms of priority importance.

FY2010 Federal Appropriations – Staff Recommendation

Congressional District	Project	Amount Requested
Baca	I-10 Corridor: Cherry/Citrus Improvement Project	\$3 million
Baca	San Bernardino sbX Project	\$4 million
Dreier	I-15 Corridor: Base Line Interchange	\$1.5 million
Lewis	Needles Highway	\$5 million
Lewis/McKeon	I-15 Corridor: Devore Interchange Improvements	\$5 million
Lewis/McKeon	I-15 Corridor: La Mesa Nisqualli Interchange	\$5 million
Lewis/McKeon	I-15 Corridor: Rancho Rd. Interchange	\$3 million
McKeon	HDC: Development and Interchange, Phase I	\$5 million
McKeon	Victor Valley Transit Facility	\$3 million

The Board's review of the projects listed above should be mindful that the annual appropriations process is extremely competitive and that projects submitted to Congress for federal appropriation are typically smaller requests than projects submitted for the multi-year transportation authorization bill.

Financial Impact: Funding for SANBAG's legislative program is consistent with the adopted SANBAG Budget Task No. 50309000.

Reviewed By: This item was reviewed by the Administrative Committee on November 12, 2008 (*Meeting chaired by Paul Eaton*) and is scheduled for review by the Plans and Programs Committee on November 19, 2008, the Commuter Rail Committee on November 20, 2008, and the Mountain Desert Committee on November 21, 2008.

Responsible Staff: Jennifer Franco, Director of Intergovernmental and Legislative Affairs

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CAC	Call Answering Center
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CALTRANS	California Department of Transportation
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CHP	California Highway Patrol
CMAQ	Congestion Mitigation and Air Quality
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CSAC	California State Association of Counties
CTA	California Transit Association
CTAA	Community Transportation Association of America
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DMO	Data Management Office
DOT	Department of Transportation
E&H	Elderly and Handicapped
EIR	Environmental Impact Report
EIS	Environmental Impact Statement
EPA	United States Environmental Protection Agency
ETC	Employee Transportation Coordinator
FEIS	Final Environmental Impact Statement
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICMA	International City/County Management Association
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds
MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MIS	Major Investment Study
MOU	Memorandum of Understanding

MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
MTP	Metropolitan Transportation Plan
NAT	Needles Area Transit
OA	Obligation Authority
OCTA	Orange County Transportation Authority
OWP	Overall Work Program
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PPM	Planning, Programming and Monitoring Funds
PSR	Project Study Report
PTA	Public Transportation Account
PVEA	Petroleum Violation Escrow Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
ROD	Record of Decision
RTAC	Regional Transportation Agencies' Coalition
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SANBAG	San Bernardino Associated Governments
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SED	Socioeconomic Data
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
S RTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 st Century
TIA	Traffic Impact Analysis
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TOC	Traffic Operations Center
TOPRS	Transit Operator Performance Reporting System
TSM	Transportation Systems Management
USFWS	United States Fish and Wildlife Service
UZAs	Urbanized Areas
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

San Bernardino Associated Governments



MISSION STATEMENT

To enhance the quality of life for all residents, San Bernardino Associated Governments (SANBAG) will:

- Improve cooperative regional planning
- Develop an accessible, efficient, multi-modal transportation system
- Strengthen economic development efforts
- Exert leadership in creative problem solving

To successfully accomplish this mission, SANBAG will foster enhanced relationships among all of its stakeholders while adding to the value of local governments.

Approved June 2, 1993
Reaffirmed March 6, 1996